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IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

ADEOFOLARIN ADEMOSU, a Washington
resident,

Plaintiff,

v.

PHOENIX LAW, PC, a California corporation
law firm, and credit repair organization,

Defendant.

NO: 3:23-cv-05404

PLAINTIFF'S MOTION FOR DEFAULT
JUDGMENT

NOTE FOR MOTION CALENDAR:
10-17-23

COMES NOW the Plaintiff, by and through his attorney, Peter Schneider of Northwest Debt Resolution, LLC, and respectfully requests this Court enter a Default Judgment against PHOENIX LAW, PC, ("Defendant") and in support of states as follows.

I. FACTS

1. On 5-4-23, the Plaintiff filed this lawsuit.
2. On 5-7-23 the Defendant's registered agent was served with a copy of the summons and complaint in this lawsuit.

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2 3. On 6-27-23, more than 21 days having elapsed since the Defendant was served
3 with a copy of the summons and complaint, and the Defendant having failed to plead or
4 otherwise defend against this lawsuit, the Plaintiff filed for a Motion for Default. (ECF# 4).

5 4. On 6-29-23, the Defendant having failed to plead or otherwise defend against
6 this lawsuit, the Court entered an Order of Default against it. (ECF#5).

7 5. Having gained an Entry of Default against Defendant, Plaintiff now moves this
8 Court to enter a Default Judgment on a sum certain amount against Defendant and in favor of
9 Plaintiff. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§1331 & 1337 and
10 15 U.S.C. §1679.

11 6. Plaintiff seeks damages pursuant to 15 U.S.C. § 1679g(a)(1) and RCW
12 19.86.080 and payment of him costs and reasonable attorney fees pursuant to 15 U.S.C. §
13 1679g(a)(3) and RCW 19.86.080.

14 15 **II. DAMAGES**

16 7. CROA prohibits “any person” from engaging “directly or indirectly, in any act,
17 practice, or course of business that constitutes or results in the commission of, or an attempt to
18 commit, a fraud or deception on any person in connection with the offer or sale of the services
19 of the credit repair organization.” 15 U.S.C. § (a)(4). Defendant directly and indirectly
20 engaged in a course of business that, at the very least, constituted the attempt to commit a fraud
21 or deception on Plaintiff given Defendant’s role in being transferred the accounts from LPG
22 following LPG’s complete failure to perform any of the services in exchange for Plaintiff’s
23 exorbitant payments so as to continue perpetuating the fraud engaged in by LPG.

24 8. Pursuant to 15 U.S.C. § 1679g, “[a]ny person who fails to comply with any
25 provision of [the CROA] with respect to any other person shall be liable to such person in an
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1 amount equal to the sum of” certain damages, which include “any amount paid by the person to
2 the credit repair organization.” 15 U.S.C. § 1679g(a)(1)(B) Defendant was a person who
3 violated the CROA given its role in perpetuating LPG’s fraud, and LPG would be considered
4 “the credit repair organization” as contemplated by 15 U.S.C. § 1679g(a)(1)(B). Therefore,
5 because Defendant is a person, who violated the CROA, Defendant is liable for the amount
6 Plaintiff paid to LPG – which was 24 monthly payments of \$945.12 from September of 2020
7 through August of 2022 for a total sum certain amount of \$22,682.88.

9 9. Plaintiff seeks damages under the CROA, and the Washington Consumer
10 Protection Act vis a vi the Washington Credit Services Organizations Act. The CPA allows a
11 court to treble the amount of actual damages up to \$25,000.00. *See RCW 19.86.090.*

12 10. As discussed above, Defendant’s connection to the fraud perpetuated by LPG
13 renders it liable for the amounts Plaintiff paid to LPG under the CROA, and Plaintiff made 26
14 monthly payments of \$945.12 for a total of \$22,682.88. See **Exhibit A** – a true and correct
15 copy of the Contract with Defendant and Payment History as of April of 2023.

16 11. Defendant has clearly demonstrated a lack of respect for the law and legal
17 process. It has had notice of this lawsuit. Rather than avail itself of the legal process, Defendant
18 has willfully chosen not to participate and as such has waived its right to be given any benefit
19 by this Court.

20 **III. ATTORNEY FEE AND COSTS**

21 12. Plaintiff seeks \$3,870.00 in reasonable attorney fees and \$531.00 in costs
22 pursuant to 15 U.S.C. §1692k(a)(3) and RCW 19.86.090. Attached as **Exhibit B** is a true and
23 correct itemization of Plaintiff’s reasonable attorney fees. Costs include the \$402.00 filing fee
24 in this matter and the \$129.00 service fee. (ECF# 3).

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V. CONCLUSION

WHEREFORE, Plaintiff prays for the following relief:

15. Entry of a Default Judgment against Defendant in favor of Plaintiff;

16. Awarding Plaintiff his actual damages of \$22,682.88 pursuant to 15 U.S.C. § 1679g(a)(1) and RCW 19.86.090;

17. That this Court treble such damages to the maximum amount of \$25,000.00 pursuant to RCW 19.86.090;

18. Awarding the Plaintiff his reasonable attorney's fees in the amount of \$3,870.00 and costs in the amount of \$531.00 pursuant to U.S.C. § 1692k(a)(3) and RCW 19.86.090.

DATED October 17, 2023



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